

ORDINANCE NO. 21-O-46

An Ordinance Authorizing the Execution of a Second Amendment to the Contract between the City of Woodstock and MDC Environmental Services, Inc. for Collections of Residential Dwelling Unit Refuse, Recyclable Material and Yard Waste

WHEREAS, the City of Woodstock, McHenry County, Illinois, (the "City"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the City's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, MDC Environmental Services, formerly known as Marengo Disposal, (the "Contractor") has been under contract with the City of Woodstock to provide exclusive residential waste-hauling services for one and two-family dwellings since January 1, 1994. At that time, MDC Environmental Services was selected from a field of five waste hauling companies who submitted proposals for the City's consideration.

WHEREAS, the City has utilized a volume-based program, providing a combination of garbage bags, yard waste stickers and toter rentals based on pricing offered by MDC Environmental Services to best serve Woodstock residents.

WHEREAS, Marengo Disposal's initial contract expired in 1997, and the City Council has authorized contract extensions to date. A bid process was completed in 2010 and the City Council authorized the City Administration to negotiate a contract extension with the Contractor after rejecting all of the bids submitted by other competing providers. The last contract extension approved by the City Council was for a period of seven years and will now expire on December 31, 2021.

WHEREAS, for consideration of these contract extensions, MDC Environmental Services has continued to expand their services to the City and its residents including emptying the garbage containers in the downtown Square area, picking up Christmas trees and providing garbage pickup to City-owned facilities at no charge; and

WHEREAS, on June 17, 2014 the City and Contractor executed the "First Amendment to the Contract between the City of Woodstock and MDC Environmental Services, Inc. for Collection of Residential Dwelling Unit Refuse, Recyclable Material and Yard Waste;" and

WHEREAS, the City staff and the Contractor have discussed the terms of an extension of the existing contract and have come to an agreement on the terms of an extended contract; and

WHEREAS, the Mayor and City Council have reviewed those terms and find that an extension of the Original Contract is in the best interest of the City of Woodstock.

NOW, THEREFORE, BE IT ORDAINED by the CITY COUNCIL of the CITY OF WOODSTOCK, McHenry County, Illinois, as follows:

SECTION ONE: The contract amendment with MDC Environmental Services, attached as Exhibit A, is approved by the City Council, and the Mayor, City Manager and City Clerk are authorized to execute said agreement as well as take any necessary actions required to implement its terms.

SECTION TWO: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION THREE: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR: This Ordinance shall be known as Ordinance 21-O-46 and shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

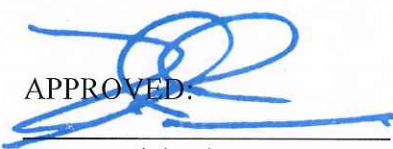
Ayes: Flynn, Lohmeyer, Nierman, Piersall, Seegers, Mayor Turner

Nays: None

Abstentions: None

Absentees: Tebo

APPROVED:


Mayor Michael Turner

(SEAL)

ATTEST: Cindy Smiley
Cindy Smiley, City Clerk

By Chief Deputy City Clerk Jane Howie

Passed: 9/7/21

Approved: 9/9/21

Published: 9/9/21

CERTIFICATION

I, CINDY SMILEY, do hereby certify that I am the duly appointed, acting and qualified Clerk of the City of Woodstock, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and Council members of said City.

I do hereby further certify that at a regular meeting of the Woodstock City Council, held on the 7th day of September 2021, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of a Second Amendment to the Contract between the City of Woodstock and MDC Environmental Services, Inc. for Collections of Residential Dwelling Unit Refuse, Recyclable Material and Yard Waste*, was duly passed by said City Council.

The pamphlet form of Ordinance No. 21-O-46, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in City Hall, commencing on the 9th day of September, 2021, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

GIVEN under my hand and corporate seal of the City of Woodstock this 9th day of September, 2021.

Cindy Smiley

Cindy Smiley, City Clerk
City of Woodstock,
McHenry County, Illinois

(SEAL)

By Chief Deputy City Clerk Jane Howie

**SECOND AMENDMENT TO THE
CONTRACT BETWEEN THE CITY OF WOODSTOCK AND
MDC ENVIRONMENTAL SERVICES, INC. FOR COLLECTION OF
RESIDENTIAL DWELLING UNIT REFUSE, RECYCLABLE MATERIAL
AND YARD WASTE**

This Second Amendment to the City of Woodstock Contract for Residential Dwelling Unit Refuse, Recyclable Material and Yard Waste Collection is executed this ____ day of _____, 2022, by and between the City of Woodstock, County of McHenry, Illinois, a municipal corporation (the "City") and RRD Holding Company d/b/a MDC Environmental Services, Inc. (the "Contractor") and collectively referred to as the "Parties".

WHEREAS, on December 31, 2009, the Parties entered into a Contract for the curbside collection of residential dwelling unit refuse, recyclable material and yard waste within the City (the "Contract"),

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby incorporate the above recitals and further agree as follows:

1. The initial term of the Contract shall be extended to December 31, 2024.
2. Rates in effect commencing January 1, 2022 and thereafter shall be as follows:

	Toter Service	Refuse Stickers	Yard Waste Stickers	Special Collections	White Goods
2022	\$ 24.17	\$ 3.00	\$ 3.00	\$20/cubic yard	\$50/each
2023	*	*	*	*	*
2024	*	*	*	*	*

* On January 1, 2023 and each successive January 1st thereafter during the term of the Contract, all rates will increase by a percentage equal to the percentage increase over the prior twelve (12) month period reflected by the Consumer Price Index – All Urban Consumers, Garbage and Trash Collections Services, CUSR0000SEHG02 ("CPI"). In no event will the new rate be less than the rate then currently in effect.

Rates for Christmas Trees shall remain at \$3.00 per Sticker through December 31, 2022 at which point the rate shall increase on January 1st of each year thereafter consistent with the above CPI calculation.

3. Contractor shall collect one (1) Bulk Item per week from each residential property utilizing 95 Gallon Mobile Toter Service at no extra charge to the resident. Unlimited additional Bulk Items beyond the one (1) free item per week will be collected at a cost of one (1) refuse collection sticker per Bulk Item. The refuse collection sticker must be prominently

displayed and attached to each Bulk Item in order for the Bulk Item to be collected by Contractor.

4. Contractor shall collect unlimited Bulk Items each week from Refuse collection sticker customers provided each Bulk Item has one (1) refuse collection sticker prominently displayed and attached to each Bulk Item.
5. At any time after execution of this Amendment, the City shall have the right to convert all 95 Gallon Mobile Toter Service customers to a master billing arrangement whereby the City shall assume all responsibility for invoicing and collecting monies due for services rendered by Contractor to each individual 95 Gallon Mobile Toter Service customer ("Master Billing"). The Contractor shall submit a single master invoice to the City on a monthly basis detailing the number of units serviced under this arrangement, and the City agrees to pay to Contractor all monies due within 30 days of receipt of said invoice. The City agrees to provide the Contractor with a ninety (90) day notice prior to exercising this option, and the Parties agree that the commencement of this option must occur on the first (1st) day of a calendar quarter. The Contractor agrees to provide the City with all necessary customer information to assist the City during the conversion process. Immediately upon the City assuming responsibility for Master Billing of the 95 Gallon Mobile Toter Service customers, the Contractor agrees to reduce the then current monthly service rate by \$0.52/month for each residential unit governed by the Master Billing arrangement. The City agrees prior to billing for 95 Gallon Mobile Toter service to set up mutually agreed upon procedures with the Contractor.
6. This Second Amendment shall supersede the provisions of the Contract to the extent those provisions are inconsistent with or supplemented by the provisions of this First Amendment. In all other respects, the original Contract shall remain in full force and effect.
7. All other Terms and services contained in Article III Section A will remain unchanged unless addressed in this amendment.

This Second Amendment is executed for the Parties by their respective authorized persons on the date set forth in the caption by:

RRD HOLDING COMPANY d/b/a MDC ENVIRONMENTAL SERVICES
OF WOODSTOCK

CITY

By: 

Division Vice President

8-30-21

By: 

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**ORDINANCE PASSED BY THE
MAYOR AND CITY COUNCIL
OF THE CITY OF WOODSTOCK**

**AT THEIR REGULAR MEETING ON SEPTEMBER 7, 2021
PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF
THE CITY COUNCIL
OF THE
CITY OF WOODSTOCK**

Mayor:

Michael Turner

City Council:

**Darrin Flynn
Lisa Lohmeyer
Tom Nierman
Wendy Piersall
Bob Seegers, Jr
Gordon Tebo**

Clerk:

Cindy Smiley

